

# **Exhibit A**

## ASSIGNMENT OF RIGHTS

WHEREAS, Ubiquitous Connectivity, LP, a Domestic Limited Partnership under Texas law with an address at 3472 W. Cork Lane, Fayetteville AR 72704 ("ASSIGNOR") has obtained rights to various patent applications and some resulting patents from a patent application family that included United States Provisional Patent Application No. 60/522,887 filed on November 18, 2004 for UBIQUITOUS CONNECTIVITY AND CONTROL SYSTEM FOR REMOTE LOCATIONS.

This patent family ("above-identified applications") includes:

United States Patent No. 8,064,935 issued November 22, 2011 for UBIQUITOUS CONNECTIVITY AND CONTROL SYSTEM FOR REMOTE LOCATIONS;

United States Patent No. 9,602,655 issued March 21, 2017 for UBIQUITOUS CONNECTIVITY AND CONTROL SYSTEM FOR REMOTE LOCATIONS;

United States Patent No. 10,344,999 issued July 9, 2019 for UBIQUITOUS CONNECTIVITY AND CONTROL SYSTEM FOR REMOTE LOCATIONS;

United States Patent Application No. 17/183,782 filed February 24, 2021 for UBIQUITOUS CONNECTIVITY AND CONTROL SYSTEM FOR REMOTE LOCATIONS; and

various other applications and patents that claim the benefit of the '887 provisional patent application or claim priority to any of the applications that led to the '935 patent, the '655 patent, or the '999 patent.

WHEREAS, Charles Shamoon, an individual living at 3472 W. Cork Lane, Fayetteville AR 72704 (hereinafter, together with any successors, assigns, legal representatives of assignee or to any number of iterations of successors and assigns, collectively called "ASSIGNEE") is desirous of transferring and memorializing the transfer of the entire right, title and interest therein for ASSIGNEE;

NOW, THEREFORE, for \$5.00 and unreimbursed contributions received by ASSIGNOR through ASSIGNOR's relationship with ASSIGNEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE the full, exclusive, non-revocable, and worldwide rights, to the said improvements, including improvements to ornamental design, and to all of ASSIGNOR's copyrights in the above-identified applications, including:

all rights currently owned or acquired in the future by ASSIGNOR in any patent, design registration, or other legal document claiming one or more aspects of the improvements described in the above-identified applications including any improvement not explicitly claimed in the above-identified applications; and



including any patent, design registration, or other legal document which do not claim priority to the applications identified above;

all rights currently owned or acquired in the future by ASSIGNOR in any patent, design registration, or other legal document that claims any of the above-identified applications as a priority document, and any patent which results directly or indirectly through any number of links to the any of the above-identified patent applications, including links such as: one or more provisional applications which include the subject matter in the applications identified above, including design patent applications, design registrations, one or more continuation or divisional applications, one or more continuation-in-part applications, one or more reissue processes, one or more re-examination proceedings, or any other like processes to any of the above;

and the right to claim priority to one or more of the applications identified above for all member countries under any international agreements concerning intellectual property, including but not limited to rights such as utility patent, extensions, design patent, design registrations, utility model registration, inventor's certificates, defensive publications, and the like; and the results of any process granting legal rights within the United States or anywhere in the world.

ASSIGNOR hereby authorizes and requests the Commissioner for Patents of the United States Patent and Trademark Office, and any officials of foreign or other patent systems whose duty it is to issue patents or related rights on applications as referenced above to issue any patents or document conveying rights arising from any of the above-identified patent applications to ASSIGNEE in accordance with the terms of this assignment for ASSIGNEE's sole use and behalf, to the full end of the term for which any patent may be granted, as fully and entirely as the same would have been held by ASSIGNOR had this assignment and sale not been made.

ASSIGNOR conveys to ASSIGNEE the right to claim all legally recognized forms of damages, including enhancement for willfulness, and relief under equity for infringement of any of the patents that arose from the above-identified applications, including damages that relate to infringement occurring before the effective date of this assignment.

ASSIGNOR conveys to ASSIGNEE the right to step into the shoes of ASSIGNOR and maintain any now pending legal action with respect to any of the patents that arose from the above-identified applications and to settle or dismiss such legal action with the same rights and authority as held by ASSIGNOR before the execution of this assignment.

ASSIGNOR agrees that upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for full protection and title in and to the improvements hereby transferred including any and all papers



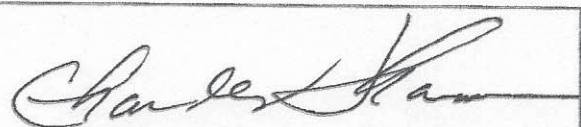
desired by ASSIGNEE for: advancement of the application in the United States, including declarations of inventorship; filing and granting of foreign applications; or perfecting of title in ASSIGNEE.

ASSIGNOR hereby further covenants and agrees that ASSIGNOR has the full right to convey the entire interest herein assigned, and ASSIGNOR has not and will not execute any agreement in conflict herewith.

ASSIGNOR agrees that if any provision of this Assignment shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Assignment but shall be confined in its operation to the provision of this Assignment directly involved in the controversy in which the decision was rendered. The invalid or unenforceable provision shall be reformed so that ASSIGNOR shall have the obligation to perform reasonably in the alternative to give the ASSIGNEE the benefit of its bargain. In the event the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Assignment shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

ASSIGNOR and the ASSIGNEE intend and agree that the substantive law of the State of Arkansas shall govern any dispute that relates in any way to this Assignment of Rights, regardless of any contrary result suggested by any choice-law rules.

ASSIGNOR and the ASSIGNEE intend and agree to submit any dispute that relates in any way to this Assignment of Rights to the exclusive jurisdiction of the state or federal courts having jurisdiction over Fayetteville, Arkansas.

<p>Typed Name—Charles Shamoon On Behalf of Ubiquitous Connectivity, LP</p> <p>Date of Signature <u>7/19/2022</u></p>	 <p>SIGNATURE ABOVE</p>
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## **Exhibit B**



I, Deborah Shamoon, am one of the co-inventors of a set of patents that were recently assigned from Ubiquitous Connectivity, LP to Charles Shamoon.

I am both a partial owner of Ubiquitous Connectivity, LP and the wife of Charles Shamoon.

My signature below indicates that I am aware of the assignment attached to this filing and I have no objection to this assignment.

Typed Name-- Deborah Shamoon  Date of Signature <u>8-26-2022</u>	 SIGNATURE ABOVE
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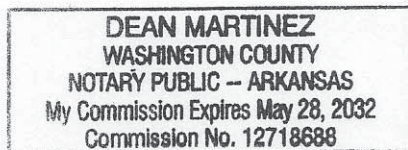
State of Arkansas )

) ss:

County of WASHINGTON )

I DEAN MARTINEZ, a Notary Public authorized to serve as a Notary for said County and State, certify that Deborah Shamoon personally appeared before me this day, acknowledging to me that he or she signed the foregoing assignment.

Witness my hand and official seal this the 26<sup>th</sup> day of August, 2022.



(Official Seal)

\_\_\_\_\_

Notary Public, Signature

Dean Martinez

DEAN MARTINEZ

Printed or Typed Name, Notary

Public

My commission expires MAY 28, 2032.

## **Exhibit C**



Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Nomad Communications, L.L.C.  
File Number: 800821883

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic Limited Liability Company (LLC) has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 05/25/2007

Effective: 05/25/2007



A handwritten signature in black ink that reads "Roger Williams".

Roger Williams  
Secretary of State



Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Roger Williams  
Secretary of State

## Office of the Secretary of State

May 29, 2007

James L Saikin  
5015 Addison Cir., 208  
Addison, TX 75001 USA

RE: Nomad Communications, L.L.C.  
File Number: 800821883

It has been our pleasure to file the certificate of formation and issue the enclosed certificate of filing evidencing the existence of the newly created domestic limited liability company (llc).

Unless exempted, the entity formed is subject to state tax laws, including franchise tax laws. Shortly, the Comptroller of Public Accounts will be contacting the entity at its registered office for information that will assist the Comptroller in setting up the franchise tax account for the entity. The first year franchise tax return will be due a year and ninety days following formation. Thereafter, an annual franchise tax return is due in May of each year. If you need to contact the Comptroller about franchise taxes, you may contact the agency by calling (800) 252-1381, by e-mail to [tax.help@cpa.state.tx.us](mailto:tax.help@cpa.state.tx.us) or by writing P. O. Box 13528, Austin, TX 78711-3528. Telephone questions regarding other business taxes, including sales taxes, should be directed to (800) 252-5555.

The entity formed does not file annual reports with the Secretary of State. Documents will be filed with the Secretary of State if the entity needs to amend one of the provisions in its certificate of formation. It is important for the entity to continuously maintain a registered agent and office in Texas. Failure to maintain an agent or office or file a change to the information in Texas may result in the involuntary termination of the entity.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555

Enclosure

*Come visit us on the internet at <http://www.sos.state.tx.us/>*

Phone: (512) 463-5555  
Prepared by: Linda Gemuenden

Fax: (512) 463-5709  
TID: 10285

Dial: 7-1-1 for Relay Services  
Document: 171899000002



**Form 205**  
**(Revised 01/06)**

Return in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512 463-5709  
Filing Fee: \$300



**Certificate of Formation**  
**Limited Liability Company**

This space reserved for office use

**FILED**  
In the Office of the  
Secretary of State of Texas

MAY 25 2007

**Corporations Section**

**Article 1 – Entity Name and Type**

The filing entity being formed is a limited liability company. The name of the entity is:

Nomad Communications, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases

**Article 2 – Registered Agent and Registered Office**

(Select and complete either A or B and complete C)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

James L. Saikin  
First Name M.I. Last Name Suffix

C. The business address of the registered agent and the registered office address is:

5015 Addison Circle #208 Addison TX 75001  
Street Address City State Zip Code

**Article 3 – Governing Authority**

(Select and complete either A or B and provide the name and address of each governing person.)

☐ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☒ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

**NAME OF GOVERNING PERSON** (Enter the name of either an individual or an organization, but not both.)

**IF INDIVIDUAL**

Charles Shamoon  
First Name M.I. Last Name Suffix

OR

**IF ORGANIZATION**

Organization Name

**ADDRESS OF GOVERNING PERSON**

2436 Tibsbury Way Little Elm TX USA 75068  
Street or Mailing Address City State Country Zip Code



Organizer

The name and address of the organizer:

James L. Saikin

Name

5015 Addison Circle #208 Addison TX 75001

Street or Mailing Address

City

State

Zip Code

Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

The following event or fact will cause the document to take effect in the manner described below:

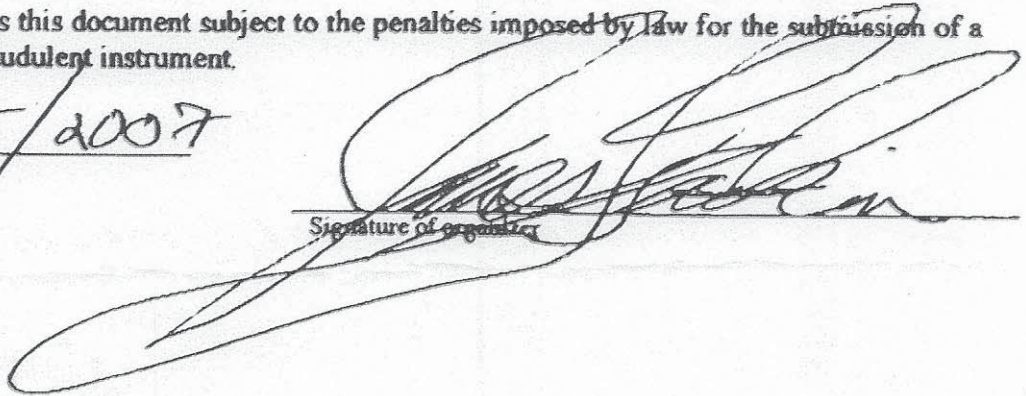
Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument.

Date:

5/25/2007

Signature of organizer





# Q Taxable Entity Search Results

1 matches found for the search string: 32032938212

## Public Information Report

### Public Information Report

**NOMAD COMMUNICATIONS, L.L.C.**

If you have questions about the search results, send an email to [tax.help@cpa.texas.gov](mailto:tax.help@cpa.texas.gov) or call 1-800-252-1386.  
Report Year: 2022

Information on this site is obtained from the most recent Public Information Report (PIR) processed by the Secretary of State (SOS). PIRs filed with annual franchise tax reports are forwarded to the SOS. After processing, the SOS sends the Comptroller an electronic copy of the information, which is displayed on this web site. The information will be updated as changes are received from the SOS.

Name **NOMAD COMMUNICATIONS, L.L.C.**

You may order a copy of a Public Information Report from [open.records@cpa.texas.gov](mailto:open.records@cpa.texas.gov) or Comptroller of Public Accounts, Open Records Section, PO Box 13528, Austin, Texas 78711.

Zip **72704**

Title	Name and Address
MEMBER	<b>CHARLES S HAMOON</b> 3472 W CORK FAYETTEVILLE, AR 72704
MEMBER	<b>CHARLES SHAMOON</b> 3472 W CORK LN FAYETTEVILLE, AR 72704

SOLE MEMBER

8/25/22, 10:37 AM

Taxable Entity Search Results

# Q Taxable Entity Search Results



for the search string : 32032938212



254-1388.

ions about the search results, send an email to [tax.help@cpa.texas.gov](mailto:tax.help@cpa.texas.gov) or call 1-800-

## Franchise Tax Account Status

As of : 08/25/2022 10:35:04

### Results

~~This page is valid for most business transactions but is not sufficient for filings with the Secretary~~

Name of State  
NOMAD COMMUNICATIONS, L.L.C.

Taxpayers ID# 32032938212

Zip NOMAD COMMUNICATIONS, L.L.C.  
72704

Texas Taxpayer Number 32032938212

Mailing Address 3472 W GORK LN FAYETTEVILLE, AR 72704 4016

② Right to Transact Business in Texas ACTIVE

State of Formation TX

Effective SOS Registration Date 05/25/2007

Texas SOS File Number 0800821883

Registered Agent Name CHARLES G SHAMOON

Registered Office Street Address 2436 TISBURY WAY LITTLE ELM, TX 75068